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STAAS & HALSEY LLP
SUITE 700
1201 NEW YORK AVENUE, N.W.
WASHINGTON, DC 20005

EXAMINER

HARLE, JENNIFER I

ART UNIT PAPER NUMBER

3627

DATE MAILED: 10/07/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/764,220

Applicant(s)

LEE, BUM-HEE

Examiner

Jennifer I. Harle

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 19 January 2001.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-19 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-19 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All b) ☐ Some * c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 6. 6) ☐ Other: _____

DETAILED ACTION

Claims 1-19 are pending. Claims 1-19 are rejected.

Lexicography

After careful review of the specification and prosecution history, the Examiner is unaware of any desire—either expressly or implicitly—by Applicant(s) to be their own lexicographer and to define a claim term to have a meaning other than its ordinary and accustom meaning. Therefore, the Examiner starts with the presumption that all claim limitations are given their ordinary and accustom meaning. See *Bell Atlantic Network Services Inc. v. Covad Communications Group Inc.*, 262 F.3d 1258, 1268, 59 USPQ2d 1865, 1870 (Fed. Cir. 2001) (“[T]here is a heavy presumption in favor of the ordinary meaning of claim language as understood by one of ordinary skill in the art.”); *CCS Fitness Inc. v. Brunswick Corp.*, 288 F.3d 1359, 1366, 62 USPQ2d 1658, 1662 (Fed. Cir. 2002) (There is a “heavy presumption that a claim term carries its ordinary and customary meaning.”). See also MPEP §2111.01 and *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989).¹

In accordance with the ordinary and accustom meaning presumption, during examination the claims are interpreted with their “broadest reasonable interpretation . . .” *In re Morris*, 127 F.3d 1048, 1054, 44 USPQ2d 1023, 1027 (Fed. Cir. 1997).²

However, if Applicant(s) wish to use lexicography and desire a claim limitation to have a meaning other than its ordinary and accustom meaning, the Examiner respectfully requests

¹ It is the Examiner’s position that “plain meaning” and “ordinary and accustom meaning” are synonymous. See e.g. *Rexnord Corp. v. Laitram Corp.*, 274 F.3d 1336, 1342, 60 USPQ2d 1851, 1854 (Fed. Cir. 2001) (“[A]ll terms in a patent claim are to be given their plain, ordinary and accustomed meaning . . .”).

² See also MPEP §2111; *In re Graves*, 69 F.3d 1147, 1152, 36 USPQ2d 1697, 1701 (Fed. Cir. 1995); *In re Etter*, 756 F.2d 852, 858, 225 USPQ 1, 5 (Fed. Cir. 1985) (en banc).

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Applicant(s) in their next response to expressly indicate³ the claim limitation at issue⁴ and to show where in the specification or prosecution history the limitation is defined. Such definitions must be clearly stated in the specification or file history. *Bell Atlantic*, 262 F.3d at 1268, 59 USPQ2d at 1870, (“[I]n redefining the meaning of particular claim terms away from the ordinary meaning, the intrinsic evidence must ‘clearly set forth’ or ‘clearly redefine’ a claim term so as to put one reasonably skilled in the art on notice that the patentee intended to so redefine the claim term”).⁵ The Examiner cautions that no new matter is allowed.

Failure by Applicant(s) in their next response to address this issue or to be non-responsive to this issue entirely will be considered a desire by Applicant(s) to forgo lexicography in this application and to continue having the claims interpreted with their ordinary and accustomed meaning and with their broadest reasonable interpretation. Additionally, it is the Examiner’s position that above requirements are reasonable.⁶ Applicant(s) are also cautioned that even

³ “Absent an *express intent* to impart a novel meaning, terms in a claim are to be given their ordinary and accustomed meaning. [Emphasis added.]” *Wenger Manufacturing Inc. v. Coating Mach. Sys., Inc.*, 239 F.3d 1225, 1232, 57 USPQ2d 1679, 1684 (Fed. Cir. 2001) (citations and quotations omitted). “In the absence of an *express intent* to impart a novel meaning to claim terms, an inventor’s claim terms take on their ordinary meaning. We indulge a heavy presumption that a claim term carries its ordinary and customary meaning. [Emphasis added.]” *Teleflex Inc. v. Ficosa North America Corp.*, 299 F.3d 1313, 1325, 63 USPQ2d 1374, 1380 (Fed. Cir. 2002) (citations and quotations omitted).

⁴ “In order to overcome this heavy presumption in favor of the ordinary meaning of claim language, it is clear that a party wishing to use statements in the written description to confine or otherwise affect a patent’s scope must, at the very least, point to a term or terms in the claim with which to draw in those statements.” *Johnson Worldwide Assocs. v. Zebco Corp.*, 175 F.3d 985, 989, 50 USPQ2d 1607, 1610 (Fed. Cir. 1999).

⁵ See also *Vitronics Corp. v. Conceptoronic, Inc.*, 90 F.3d 1576, 1582, 39 USPQ2d 1573, 1576 (Fed. Cir. 1996), (“[A] patentee may choose to be his own lexicographer and use terms in a manner other than their ordinary meaning, as long as the special definition of the term is *clearly stated* in the patent specification or file history. [Emphasis added.]”); *Multiform Desiccants Inc. v. Medzam Ltd.*, 133 F.3d 1473, 1477, 45 USPQ2d 1429, 1432 (Fed. Cir. 1998) (“Such special meaning, however, must be sufficiently clear in the specification that any departure from common usage would be so understood by a person of experience in the field of the invention.”). See also MPEP §2111.02, subsection titled “Applicant May Be Own Lexicographer” and MPEP §2173.05(a) titled “New Terminology.”

⁶ The requirements are reasonable on at least two separate and independent grounds: first, the Examiner’s requirements are simply an express request for clarification of how Applicant(s) intend their claims to be interpreted. Second, the requirements are reasonable in view of the USPTO’s goals of compact prosecution, productivity with

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though claim interpretation begins with this presumption, after issuance the prosecution history may further limit claim scope if Applicant(s) disclaim or disavow a particular interpretation of the claims during prosecution. *Abbott Laboratories v. TorPharm Inc.*, 300 F.3d 1367, 1372, 63 USPQ2d 1929, 1931 (Fed. Cir. 2002). Unless expressly noted otherwise by the Examiner, the preceding claim interpretation principles apply to all examined claims currently pending.

Priority

Receipt is acknowledged of papers submitted under 35 U.S.C. 119(a)-(d), which papers have been placed of record in the file.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 1, 3-6, 8-10, 13-15, 17-19 are rejected under 35 U.S.C. 102(b) as being clearly anticipated by the Internet version of eShop, the latest update of which was launched on November 7, 1995. Please refer to the following references:

“Eshop Techonology Overview.” Retrieved from <URL: <http://www.eshop.com/corp/technology.html>>

“Recent Press Releases – eShop in the News.” Retrieved from <URL: <http://www.eshop.com/corp/press.html>> on January 1, 1996. Included in this collection are press releases dated 1/23/1996; 12/7/1995; 11/7/1999; 7/12/1995; and 2/1995.

e-ShopTM Technology Merchant Manual.: [This manual became public as of April 27, 1999 upon publication of the Blinn, et al. patent (U.S. Patent No. 5,897,622) and also as of December 7, 1999 upon publication of the Blinn, et al. patent (U.S. Patent No. 5,999,914) in which it was cited. The document itself is dated February 21, 1996. While this date was likely assigned for purposes internal to eShop, Inc. (as opposed to a date of public disclosure), it serves as proof that the invention disclosed within the document “was known or used by others in this country ... before the invention thereof by the applicant for a patent: (35 USC 102(a)) and therefore qualifies as valid prior art. Moreover, as the application was published and document was not removed from the files pursuant to a petition to expunge the documents were made public as of the date of publication to the general public under 37 1.14 (c) or (e) and thus are available as published documents under 35 USC 102(b) as of the dates of publication.]

eShop provides a collection of software which is an integrated Mall Shopping system that allows implementation of customized cyber agency shopping mall (participation of various merchants including product order receipt by the merchant corresponding to an offline merchant selected by a customer and delivered by the offline merchant). eShops tools integrate product order information received at a cyber agency shopping mall corresponding to an off-line agency which the customer selects, and the off-line agency delivers the product (i.e, the merchant). eShops software and tools enable the set-up and functionality of the shopping mall management system as set forth in the claims; including a customer web browser, an agency web browser, a shopping mall web server, and a payment web server through eShop Builder which provides authoring applications, a central mall server which incorporates multiple merchants who have taken advantage of the eShop software, eShop Warehouse and the eShop Service Platform.

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EShop is implemented through the World Wide Web thereby incorporating World Wide Web browsers and World Wide Web servers including a shopping mall server/payment server, agency (merchant) and various databases and servers. For example, eShop provides a warehouse, which centrally stores all product information, store imagery, merchandising program parameters, customer information as well as reporting procedures.

Claims 1, 3-6, 8-10, 13-15, 17-19 are rejected under 35 U.S.C. 102(b) as being anticipated by

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| CLAIM 1. An integrated Internet shopping mall system wherein product order information is received at a cyber agency shopping mall corresponding to an offline agency which a customer selects, and the offline agency delivers the ordered product, the shopping mall management system comprising: | Blinn – Fig. 1A illustrates the architecture of an on-line electronic merchandising system. This system electronic merchandising system is equivalent to an integrated Internet shopping mall system. It is an Internet system as it is in the context of the World Wide Web. (col. 4, lines 11-16). |
| A customer web browser that receives agency product information from an agency that provides agency product information form an agency and provides the agency product information through the Internet, and receives paid order information through the Internet and displays the paid order information; | Blinn – Fig. 1A (10 and 16); col. 6, lines 32-58; cols. 7-8, lines 50-7; col. 12, lines 5-10 as incorporating by reference SN 08/732,205 (specifically Fig. 13; col. 17, lines 15-21); and col. 11, lines 27-41 as incorporating by reference 08/732,012 (specifically col. 8, lines 1-16). |
| An agency web browser that receives agency product information from an agency and provides the agency product information through the Internet, and receives paid order information through the Internet and displays the paid order information; | Blinn – Fig. 1A (22); col. 6, lines 1-6; col. 5, lines 62-67; col. 38, lines 23-66; cols. 7-8, lines 1-39; col. 16, lines 60-63; col. 11, lines 27-41 as incorporating by reference 08/732,012 (specifically col. 13, lines 42-45); col. 12, lines 5-10 as incorporating by reference SN 08/732,205 (specifically col. 5, lines 19-45; cols. 11-17; cols. 37-38; Fig.2 - updates local databases & receipt information) |
| A shopping mall web server that forma a cyber agency shopping mall for each of a plurality of agencies; provides the agency product information received from the agency web browsers, corresponding to respective cyber agency shopping malls, to customer web browser; and receives the order information | Blinn – Fig. 1A; see also applications incorporated by reference as set forth above. |

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| from the customer web browser through the Internet; and | |
| A payment server that receives order information from the shopping mall web server and, after receives the payment information from the customer web browser through the Internet, handling the payment information for the order. | Blinn – Figs. 1a and 1b (including order processing module and action manager); also as described in both applications incorporated by reference. |
| CLAIM 3. An integrated Internet shopping mall server system providing web services in an environment connected to an internet, the server system comprising: | Blinn – 1A & 1B |
| An agency connecting unit receiving agency product information form an agency web browser through the Internet, and providing paid order information to the agency web browser through the Internet; | Blinn – 1A (40/42) |
| A plurality of cyber agency web servers corresponding to a plurality of offline agencies, that, after receiving the agency product information from the agency connect unity, provide the information to a connected customer web browser; | Blinn – 1A (30 – encompassing 32, 34 & 36) |
| A customer order handling unit receiving order handling unit receiving order information from the customer web browser; and | Blinn – Fig. 1B |
| A payment server receiving payment information from the customer web browser and handling the payment information for the order. | Blinn – Fig. 1B – (order pipeline); see also applications incorporated by reference as set forth above. |
| CLAIM 4. The server system of claim 3, further comprising: | |
| A cyber agency connecting unity having at least one hyperlink corresponding to a least one web page provided by the plurality of cyber agency web servers, and that connects one of the cyber agency web servers decided by selection information received from the customer web browser, to the customer web browser. | Blinn – Fig. 1A; cols. 7-10. |
| CLAIM 5. The server system of claim 3, wherein the agency product information includes at least one of a list of product each agency wants to sell and a notice each agency | Blinn – 1A, 13A, 14A, 14B. |

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| | |
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| gives to customers. | |
| CLAIM 6. The server system of claim 3, further comprising: | |
| A detailed product information database that stores detailed information of all products that plurality of agencies want to sell; and | Blinn – 1A, 13A, 14A, 14B, 54, 56. col. 9, lines 1-7; see also applications incorporated by reference as set forth above. |
| A detailed product information displaying unit that provides detailed information retrieved from the detailed product information database, to the customer web browser. | Blinn – 1A, 13A, 14A, 14B, 54, 56. col. 9, lines 1-7; see also applications incorporated by reference as set forth above. |

Method claims 8-10 and computer readable medium claims 13-19 are rejected for the same reasons set forth in the system claims set forth above.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 3-6, 8-11, 13-16, and 18-19 rejected under 35 U.S.C. 103(a) as being unpatentable over Kondoh, et al. (2001/0056377 A1) in view of Moore (6,330,575 B1).

Kondoh teaches an integrated Internet shopping mall management system (2-cybermallserver) wherein product order information is received at a cyber agency shopping mall (8-cyber shop information through 83 and 84), corresponding to an off-line agency which a customer selects, and the offline agency delivers the ordered product (31 and [0165]– in combination with), the shopping mall management system comprising:

A customer web browser that receives product order information and payment information from the customer and provides the product order information and payment information through Internet (Fig. 1-12; [0165]);

An agency web browser that receives agency product information from an agency and provides the agency product information through the Internet, and receives paid order information through the Internet and displays the paid order information (Fig. 1 – 31 utilizing 7);

A shopping mall web server that forms a cyber agency shopping mall for each of a plurality of agencies; provides the agency product information received from the agency web browsers, corresponding to respective cyber agency shopping malls, to the customer web browser; and receives the order information from the customer web browser through the Internet (Figs. 1, 2, 4 and 5 [0001], [0044]-[0212]; and

A payment server that receives order information from the shopping mall web server and, after receives the payment information from the customer web browser through the Internet, handling the payment information for the order [0148]-[0212].

Kondoh teaches that the purchasing process has been preset in the mall and that process after the information was received are outside the scope of the invention and are not described in detail. Arguably, Kondoh teaches a payment server, i.e. the shopping cart system as it fulfills all the functions as set forth in the claims. Kondoh does not teach that the agency web browser receives paid order information through the Internet and displays the paid order information. Moore teaches an agency web browser that receives product information from an agency and provides the agency product information through the Internet, and receives paid order information through the Internet and displays the paid order information (cols. 4-9). Assuming

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arguendo, that Kondoh does not teach a payment server, Moore teaches the use of a payment server, i.e. a transaction server in a distributed environment (multiple stores utilizing the same transaction server) (cols. 4-9). Moore teaches that it is complex and expensive to set up an e-commerce server, including that the initial cost is a significant barrier for most small businesses, including the cost of software design and implementation, hardware investment capable of running all three elements of an electronic commerce server for one business (hosting the store front, maintenance of an inventory and financial database and roll out of a secured Transaction Server); keeping the storefront/catalog up-to-date, providing the ability to easily create, modify and update its own storefront; the requirement to automatically accept secure, electronic forms of payment (cols 2-3, liens 4-20). Thus, it would have been obvious to a one having ordinary skill in the art at the time of the invention to have incorporated the features of Moore's agency browser and transaction server into the Cyber Mall Management System taught in Kondoh to complete the purchase processing for the explicit reasons discussed herein above.

As per claim 3, Kondoh teaches as set forth above. Kondoh also teaches an agency connecting unit receiving agency product information from an agency web browser through the Internet (Fig. 1 – 7, 4, 31, 42), and **providing paid order information to the agency web browser through the Internet;**

A plurality of cyber agency web servers corresponding to a plurality of offline agencies, that, after receiving the agency product information from the agency connecting unit, provide the information to a connected customer web browser (Fig. 2 – step 112; [0047-0048]; claim 5));

A customer order handling unit receiving order information from the customer web browser (Fig. 1 – 84); and

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A payment server receiving payment information from the customer web browser and handling the payment information for the order [0148]-[0212].

Kondoh teaches that the purchasing process has been preset in the mall and that process after the information was received are outside the scope of the invention and are not described in detail. Arguably, Kondoh teaches a payment server, i.e. the shopping cart system as it fulfills all the functions as set forth in the claims. Kondoh does not teach that the agency web browser receives paid order information through the Internet and displays the paid order information through the agency connecting unit. Moore teaches an agency web browser that receives product information from an agency and provides the agency product information through the Internet, and receives paid order information through the Internet and displays the paid order information (cols. 4-9). Assuming arguendo, that Kondoh does not teach a payment server, Moore teaches the use of a payment server, i.e. a transaction server in a distributed environment (multiple stores utilizing the same transaction server) (cols. 4-9). Moore teaches that it is complex and expensive to set up an e-commerce server, including that the initial cost is a significant barrier for most small businesses, including the cost of software design and implementation, hardware investment capable of running all three elements of an electronic commerce server for one business (hosting the store front, maintenance of an inventory and financial database and roll out of a secured Transaction Server); keeping the storefront/catalog up-to-date, providing the ability to easily create, modify and update its own storefront; the requirement to automatically accept secure, electronic forms of payment (cols 2-3, liens 4-20). Thus, it would have been obvious to a one having ordinary skill in the art at the time of the invention to have incorporated the features of

Moore's agency browser and transaction server into the Cyber Mall Management System taught in Kondoh to complete the purchase processing for the explicit reasons discussed herein above.

As per claim 4, Kondoh further teaches a cyber agency connecting unit having at least one hyper link corresponding to at least one web page provided by the plurality of cyber agency web servers, and that connects one of the cyber agency web servers decided by selection information received from the customer web browser, to the customer web browser (Fig. 4; [0030]; Examples 1-4).

As per claim 5, Kondoh teaches that the agency product information includes at least one of a list of products each agency wants to sell and a notice each agency gives to customers (Fig. 6; Example 4).

Method claims 8-10 and computer readable medium claims 13-16, 18-19.

Claims 2, 7, and 12 are rejected under 35 U.S.C. 103(a) as being unpatentable over eShop the product or Blinn or Kondoh in view of Moore as applied to claims 1, 3, and 8 above, and further in view of Dunworth (5,930,474).

None of eShop, Blinn, nor Kondoh in view of Moore teach that the plurality of cyber agencies are divided according to regions in which each offline agency is located such that, when the customer selects one of the regions in a map displayed by the cyber agency connecting unit through the customer web browser, the hyper links of all the cyber agency web servers related to the region are displayed, and the customer is enabled to select the cyber agency web server corresponding to the offline agency the customer wants. Dunworth teaches that maps have the ability to be divided by region and then searched to list stores and their related information in that region by clicking on a map and the information connected through a hyperlink as set forth

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in the above claim. (cols. 8-10, lines 50-15) Dunworth further teaches that users may desire geographically predicated information from the internet as opposed to subject mater or keyword searches (col. 2, lines 28-31; cols. 13-14, lines 20-13), for example a user may not want to travel outside of a specific geographical area in order to find the goods or services in which he is interested (col. 7, lines 11-29). Thus, although the topic/subtopic list might vary from the examples, the structure remains the same it is only the names of the fields within the database that would change.). Thus, it would have been obvious to a one having ordinary skill in the art at the time of the invention to have incorporated the geographical regionalization/mapping features of Dunworth into the Cyber Mall Management System taught in eShop, Blinn and/or Kondoh in view of Moore to enhance the consumer purchasing experience for the explicit reasons discussed herein above.

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over eShop the product or Blinn or Kondoh in view of Moore as applied to claims 1, 3, and 8 above, and further in view of Sharp, et al. (6,263,317 B1).

None of eShop, Blinn, nor Kondoh in view of Moore teach that if the agency cannot deliver the product according to the paid order information, an information indicating that the agency cannot deliver the product is received through the agency web browser (Sharp - Figs. 3-336 retailer accepts or rejects the order on the retailer web page); the payment handling information is changed to a changed paid order information for a second selected one of the agencies that has the product to be delivered, and, on request of the agency web browser of the second agency, providing the changed paid order information to the agency web browser of the second agency through the Internet (Sharp - Fig. 3 – steps repeated for a new retailer);

delivering, from the second agency the product to the customer according to the changed paid order information (Sharp - Fig. 3). Sharp teaches that by allocating distribution channels it ensures that existing distribution agreements are not undermined. Additionally, the process ensures that the customer gets the items shipped promptly enhancing customer satisfaction and promoting customer loyalty and repeat business. Thus, it would have been obvious to a one having ordinary skill in the art at the time of the invention to have incorporated the alternate delivery system as taught in Sharp into the Cyber Mall Management System taught in eShop, Blinn and/or Kondoh in view of Moore to enhance the consumer purchasing experience for the explicit reasons discussed herein above and because it streamlines the process by ensuring timely delivery to the consumer, thus enhancing customer loyalty and return business resulting in increased profits.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Keck, et al., Channel Conflict : The Impact of Direct Internet Sales of personal Computers on Traditional Retail Channels, 1998, pp. 1-33, printed from a pdf file at ecommerce.vanderbilt.edu/Student.Projects/impact.internet.sales.retail.channels/channel_conflict101398.PDF – teaches an exemplary business model applicant's examples on pages 2 and 3 of the specification. An internet shopping mall, i.e. the direct store-front of an Original Equipment Manufacturer (OEM), and order processing and fulfillment through buy-ins by distributors and partnering with retailers through online store fronts (cyber agencies/cyber agency shopping malls). Keck further teaches the informational site at a minimum must provide logical browsing

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navigation, logical shopping navigation, a shopping cart system, secure payment methods, alternative payment methods, quick loading graphics, and customization. The storefront should also provide clear and accurate information, side-by-side product comparisons, detailed search functions, and multiple links to various product categories. An example is given of IBM that has a direct sales web site, when it's time to buy, the visitor is asked to select a reseller who directly receives the order.

In accordance with the USPTO's goals of customer service, compact prosecution, and reduction of cycle time, and because "the continual, chief complaint of inventors and their lawyers: that patent examiners are abysmal communicators, both orally and in writing,"⁷ the Examiner has made every effort to clarify his position regarding claim interpretation and any rejections or objections in this application. Furthermore, the Examiner has provided Applicant(s) with notice—for due process purposes—of his position regarding his factual determinations and legal conclusions. If Applicant(s) disagree with *any* factual determination or legal conclusion made by the Examiner in this Office Action whether expressly stated or implied,⁸ the Examiner respectfully requests Applicant(s) *in their next response* to expressly traverse the Examiner's position and provide appropriate arguments in support thereof. Failure by Applicant(s) *in their next response* to traverse the Examiner's positions and provide appropriate arguments in support thereof will be considered an admission by Applicant(s) of the factual determinations and legal conclusion not expressly traversed.⁹ By addressing these issues

⁷ Sabra Chartrand, *A Bid to Overcome Patent Backlogs*, 152 N.Y. Times C2 (Sept. 23, 2002).

⁸ E.g., if the Examiner rejected a claim under §103 with two references, although not directly stated, it is the Examiner's implied position that the references are analogous art.

⁹ See also MPEP §714.02, 37 CFR §1.111(b), and 37 CFR §1.104(c)(3).

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now, matters where the Examiner and Applicant(s) agree can be eliminated allowing the Examiner and Applicant(s) to focus on areas of disagreement (if any) with the goal towards allowance in the shortest possible time.


Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jennifer I. Harle whose telephone number is (703) 306-2906.

The examiner can normally be reached on Monday - Thursday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Robert P. Olszewski can be reached on (703) 308-5183. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

Jennifer Ione Harle
September 29, 2003


Richard Chilcot
Supervisory Patent Examiner
Technology Center 2800
3627